



**PURCHASING DEPARTMENT
INVITATION TO BID NO. 05ITB46916YA-CC
FUEL MANAGEMENT SERVICES**

For

GENERAL SERVICES

BID DUE TIME AND DATE: 11:00 A.M., October 13, 2005
PURCHASING CONTACT: CHERYL COCHRAN at (404)730-4203
E-MAIL: cheryl.cochran@co.fulton.ga.us

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

Table of Contents

Invitation to Bid

- Purpose
- Description of Project
- Scope of Work Summary
- Term of Contract
- No Contact Provision
- Bid Contact
- Award
- Pre-Bid Conference

Section 1

- Instructions to Bidders
 - Contract Documents
 - Definitions
 - Addenda and Interpretations
 - Site Examination
 - Bid
 - Bid and Contract Security
 - Right to Reject Bids
 - Applicable Laws
 - Examination of Contract Documents
 - Termination
 - Indemnification and Hold Harmless Agreement
 - Determination of Successful Bidder
 - Employment of Labor
 - Notice of Award of Contract
 - Execution of Contract Documents
 - Joint Venture
 - Contractors Compliance with Procurement
 - Minimum Participation Requirement (Prime Contractor)
 - Wage Clause
 - Purchasing Bid Requirements

Section 2

- Bid Form

Section 3

- Purchasing Forms & Instructions
 - Form A - Non-Collusion Affidavit of Prime Bidder
 - Form B - Non-Collusion Affidavit of Sub-Contractors
 - Form C - Certificate of Acceptance of Request for Bid Requirements
 - Form D - Certification Regarding Debarment
 - Form E - Corporate Certificate
 - Form F - Non-Conflict of Interest Certification

Section 4

- Bid Bond Requirements - **(Not Applicable)**

Section 5

- Contract Compliance Requirements
 - Non-Discrimination in Contracting and Procurement
 - Required Forms and EBO Plan
 - Exhibit A – Promise of Non-Discrimination
 - Exhibit B – Employment Report
 - Exhibit C – Schedule of Intended Subcontractor Utilization
 - Exhibit D – Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
 - Exhibit E – Declaration Regarding Subcontracting Practices

Exhibit F – Joint Venture Disclosure Affidavit

Exhibit G – Prime Contractor/Subcontractor Utilization Report

Section 6

Insurance Information/Requirements

Section 7

Contractual Agreement

Section 8

General Conditions

Section 9

Special Conditions

Section 10

Pricing Forms

Exhibits

Appendices

INVITATION TO BID
FUEL MANAGEMENT SERVICES

Purpose:

Fulton County (County) is soliciting bids from qualified bidders to provide fuel management services to the Department of General Services, Transportation & Logistics Division on a contractual as, if and/or when requested basis from date of award and continuing for twelve (12) consecutive months.

Scope of Work Summary:

To provide fuel management services to the Department of General Services on an “as needed” basis.

Purchasing the Bid Document:

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under “Bid Opportunities”.

Term of Contract:

The term of the contract shall be for one (1) year with two (2) one-year renewal options.

No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting Cheryl Cochran, Chief Assistant Purchasing Agent, cheryl.cochran@co.fulton.ga.us, at (404) 730-4203 Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fuel Management Services

Fulton County Purchasing Department
Attn: Cheryl Cochran, Chief Assistant Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 730-4203
Fax: (404) 224-1723
Reference Bid # 05ITB46916YA -CC Fuel Management Services

Basis of Award

The Contract, if awarded, will be awarded to one or multiple vendors who are the lowest responsive and responsible bidders. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-50 et seq., as amended.

Any award made as a result of this bid will be from date of award and continue for twelve (12) consecutive months. Fulton County reserves the right to award this bid in whole or in part to one or several bidders and the right to cancel any award made at any time with thirty (30) day notice.

Renewal: Fulton County reserves the right to renew this contract for two (2) additional twelve (12) month periods pending availability of department funding as well as compliance with County rules/policies, contract terms/conditions, and satisfactory contractor performance. Option year price increases shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics of the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta metropolitan area.

The bidder shall list on a separate sheet of paper any variation from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions" and shall be attached to said bid.

Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a purchase order will bind the bid prices for the stated duration of the award.

The successful bidder will comply with all lawful agreement, if any, which the said successful bidder has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

SECTION 1

INSTRUCTIONS TO BIDDERS

A. **Contract Documents**

The Contract Documents include the Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents. The Contract Documents shall define and describe the complete work to which they relate.

- B. **Definitions:** Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

- C. **Bidder's Modification and Withdrawal of Bids:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

- D. **Addenda and Interpretations:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Cheryl Cochran no later than 2:00 PM October 6, 2005. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.

Cheryl Cochran, Chief Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1744
cheryl.cochran@co.fulton.ga.us

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

- E. **Site Examination:** There will be no site visit for this project. However, bidders are encouraged to visit the route of the reuse main per the design drawings on their own.

Bid: All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for ITB-05ITB46916YA – CC Fuel Management Services."

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Bid Schedule
3. Bid Bond
4. Certification of Acceptance of Bid/Proposal Requirements
5. Corporate or Partnership Certificate
6. Non-Collusion Affidavit of Prime Bidder
7. Non-Collusion Affidavit of Subcontractor
8. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

The original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside "**Bid for 05ITB46916YA-CC, Fuel Management Services.**"

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

- F. **Bid and Contract Security:** A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond". **(A bid bond is not applicable to this Request for Bid)**
- G. **Right to Reject Bids:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
- H. **Applicable Laws:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
- I. **Examination of Contract Documents:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
- J. **Termination:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the

performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

- K. **Indemnification and Hold Harmless Agreement:** The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.
- L. **Bid Opening:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
- M. **Determination of Successful Bidder:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d) Has adequate personnel and equipment to do the work expeditiously.
 - e) Has suitable financial means to meet obligations incidental to the work.
 - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- N. **Wage Clause:** Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
- O. **Notice of Award of Contract:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with

adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

- P. **Execution of Contract Documents:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

- Q. **Joint Venture** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

- R. **Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

- S. **Availability Of Funding:** Any award of work, contract, or service for any portion of the ITB No. 05ITB46916YA-CC, Fuel Management Services will be conditional and subject to Fulton County obtaining financing through the issuance of water and sewer revenue bonds where the proceeds from such bonds are in an amount sufficient to fund the ITB No. 05ITB46916YA-CC, Fuel Management Services. This conditional award will not be in effect until Fulton County has been successful in raising the required funds for payment of the ITB No. 05ITB46916YA-CC, Fuel Management Services. If it proves impossible for Fulton County to raise the required funds, the conditional award will be cancelled by Fulton County without any recourse by the responding

entity. The submittal of a bid in response to any phase of the procurement for the ITB No. 05ITB46916YA -CC, Fuel Management Services serves as acceptance of this condition by the entity responding to the procurement. Without waiving any of the conditions contained herein, and solely for informational purposes, please be aware that the Fulton County Board of Commissioners has taken legislative action authorizing the Fulton County Director of Finance to procure the services of the various professionals that will assist in obtaining the bond proceeds, and it is anticipated that the funding will be in place by the second or third quarter of 2005.

FULTON COUNTY PURCHASING DEPARTMENT

BID GENERAL REQUIREMENTS

ITB No. 05ITB46916YA, FUEL MANAGEMENT SERVICES

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

- Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.
6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
 7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
 8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra

discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.

9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.

19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.

29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
31. In the evaluation of the Bids, any award will be subject to the Bid being:
 - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - B. Lowest cost to the County over projected useful life.
 - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
- 36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
- 37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

END OF SECTION NO. 1

SECTION 2

BID FORM

05ITB45306A-TD, FUEL MANAGEMENT SERVICES

Submitted _____, 2005.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

Submit your organizations price per gallon to deliver the services as described in this ITB. The price per gallon should include all routine data gathering and reporting and your organizations' recommended maintenance schedule. Non routine activities (project management, lost or stolen fuel card replacement) should be listed separately.

Price to perform all above activities for 2006: \$_____per gallon

Price per gallon for all retail fuel purchases: OPIS +/-_____per gallon

Project Management Pricing (if required): \$_____

New Fuel Cards: \$_____ each

Replacement Fuel Cards: \$_____ each

Other costs involved in the performance of this service: _____

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **One Hundred and Twenty (120)** consecutive calendar days from and including said date.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

Fuel Management Services

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____
[State/County]

License Expiration Date: _____

SECTION 3

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this RFP, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Contractor License Certification *(not applicable)*
- Form E: Certification Regarding Debarment
- Form F: Corporate Certification

Form A

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

Form B

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

Form C

FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(s) ____ To ____, And/Or Appendices ____ To _____, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Form D

CONTRACTOR'S LICENSE CERTIFICATION

(Not Applicable)

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

(ATTACHED COPY OF LICENSE)

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

Form E

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Fuel Management Services

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Form F

CORPORATE CERTIFICATE

Corporations

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20 ____

(SEAL) must be affixed

Partnership or other entities:

I, _____, certify that I am authorized to sign to commit _____ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of _____.

This _____ day of _____, 20 ____

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

Form G

NON CONFLICT OF INTEREST CERTIFICATION

I, _____, as the legal representative of _____, do certify that we will not perform any type of professional services for property owners adjacent or contiguous to any project assigned by Fulton County, during the active life of such project. Further, I additionally certify that if we already have an agreement(s) with property owner(s) adjacent or contiguous to a project assigned by Fulton County, we will either reject the County assignment, or cancel the property owner already in effect if so directed by Fulton County Board of Commissioners. In no case will our firm utilize our knowledge of the ongoing Fulton County project for professional gain during the active life of such Project.

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____

Title: _____

Date: _____

END OF SECTION NO. 3

SECTION 4

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination
- **Exhibit B** - Employment Report
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor's Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/WE (_____),
Name

Title Firm Name

Hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); *If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding subcontractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____ Signature _____

Title _____ Title _____

Date _____ Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ Hereby declares that it is my/our intent to
(Bidder)

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No. _____

Project Name _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

OFFICE ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$ _____
 TOTAL AMOUNT REQUISITION TO DATE:\$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Ending Date
TOTALS						

Executed By: _____ (Signature) _____ (Printed Name)

END OF SECTION NO. 4

SECTION 5

INSURANCE INFORMATION/REQUIREMENTS

FUEL MANAGEMENT SERVICES

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT	EACH ACCIDENT	\$500,000
INSURANCE	BY DISEASE	POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE	EACH EMPLOYEE	\$500,000

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence - \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles)

4. **ELECTRONIC DATA PROCESSING LIABILITY**
 (Required if computer contractor) Limits - \$1,000,000

5. **UMBRELLA LIABILITY**

(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
6. PROFESSIONAL LIABILITY (Required if respondent providing quotation for professional services)	Each Occurrence	-	\$1,000,000
7. FIDELITY BOND (Employee Dishonesty)	Each Occurrence	-	\$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

END OF SECTION NO. 5

SECTION 6
SAMPLE CONTRACT

CONTRACT BETWEEN FULTON COUNTY
AND _____.

THIS CONTRACT, entered into this ____ day of _____ 2006, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and _____, a corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as "Contractor").

W I T N E S S E T H :

WHEREAS, the County, through its General Services Department, has identified the need for **fuel management and reporting services**;

WHEREAS the County, by and through its General Services Department, has determined that this need can best be met by retaining the services of a **fuel management and reporting services contractor**;

WHEREAS, the County requested a formal bid for **fuel management and reporting services** and, by and through its Board of Commissioners, has determined that this Contractor submitted the lowest responsive and responsible bid for these services and can best perform the required services;

WHEREAS, the County and Contractor desire to enter into a contract for provision of such services; the scope of services which is more specifically defined in paragraph 2 of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. **CONTRACTOR'S SERVICES**

- A. The County retains Contractor and Contractor accepts retention by the County to render **fuel management and reporting services** as specified in Invitation to Bid (ITB) _____, Contractor's response to that ITB (the "bid"), and any and all clarifications or amendments thereto, all of which are incorporated herein and referred to collectively as the "Bid Documents". Specific requirements of this Contract are further clarified in Attachment A to this Contract. Contractor shall perform all such services, including any and all agreed upon alternate bid items submitted, in the manner and to the extent required by the parties herein.
- B. _____ **for the Contractor**, represents that he/she is the duly authorized agent of Contractor and as such, is authorized to bind and enter into agreements on behalf of Contractor.

2. SCOPE OF WORK

The scope of work is most fully described in the bid documents; however, Contractor's scope of work includes, but is not limited to the following:

- A. Contractor shall collect fuel usage information from County-owned fuel monitoring equipment and maintain that equipment during the full term of this Contract as provided below. Contractor may also maintain County-owned fuel pumps and related equipment used in fueling for additional compensation as provided in Attachment A.
 - i. Fuel monitoring equipment shall include the County's Tech 21 card readers and card readers at retail sites.
 - ii. Maintenance shall include all parts and labor required to keep equipment properly functioning. This includes replacement of parts necessitated by normal wear and tear.
 - iii. Damage to fuel monitoring equipment which is not caused by Contractor and is beyond normal wear and tear will be repaired by Contractor and compensated by County as set forth in Attachment A provided the specific repair requirement (including cost of repair) has been presented in advance and authorized by the County.
 - iv. Fuel monitoring equipment for which repair is not economically feasible will be replaced at County expense. This will typically be done if the cost of repair will exceed forty percent (40%) of the replacement cost of the

equipment.

- B. Contractor shall collect fuel usage information from other designated fueling sites authorized for use by County employees to fuel County vehicles.
- C. Contractor shall consolidate all fuel usage information and provide data files and formatted reports (including reasonable *ad hoc* reports) at a frequency and in a format specified by the County.
- D. Any additional services requested by the County within the scope of work of this Contract shall be performed by the Contractor and a detailed invoice submitted which references the written contract, which must be approved by the County pursuant to Change Order Policy 800-6 before the work is started.
- E. In the event that specifications lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality of materials shall be first quality as determined in the sole discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the County.
- F. The Services do not at the time of the execution of this Contract require Contractor to provide and/or deliver any fuel to or on behalf

of the County. County is currently responsible for any fuel deliveries to its bulk facilities and the owner of all fuel in those facilities. Furthermore, the County is the owner and operator of the underground storage tanks, UST systems, connected piping, and other ancillary equipment, and it is responsible for complying with Federal and State UST regulations and programs.

3. AUDIT

- A. The County shall have the right to audit Contractor's records and documents, upon reasonable notice during normal business hours, to determine if number of hours worked and labor charges are consistent with contract requirements. Contractor agrees to permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor agrees to retain all files pursuant to the agreement herein during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.
- B. Contractor agrees to include the audit requirements specified in the paragraph above in any and all agreements with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

4. COMPENSATION FOR SERVICES

A. The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$_____ for the remainder of calendar year 2006. That amount is the combination of the following costs:

- i. For every gallon of gasoline, diesel, or gallon-equivalent of CNG dispensed from a County facility or otherwise billed to the County through a third-party fuel dispensing agreement, Contractor will invoice County at a charge of _____ cents (\$.0000). For retail fuel charges, Contractor will invoice County at a charge of _____ cents (\$.____) per gallon added to the OPIS price for all fuel dispensed at retail sites plus applicable taxes.
- ii. For every retail credit card replaced, (first replacement card is free) the Contractor may invoice the County at a charge of _____ dollars (\$____) per card.
- iii. Other related services by written mutual agreement, including projects referred to in the bid documents. For any such additional work, Contractor shall properly perform the services requested by the County under this Contract and submit a detailed invoice which references the detailed written authorization for that work.
- iv. Non-fuel transactions. This Contract is intended to cover

fuel purchases only, and the retail (WEX) cards have been issued as "Fuel-only" cards. However, the parties acknowledge that under certain circumstances non-fuel transactions can be charged to a County WEX card. If this occurs, those charges will be billed and County will pay Contractor for the retail charge on the non-fuel purchase plus a charge of \$.___ per transaction. All non-fuel transactions will be identified to County as exception transactions on the reports provided.

v. Contractor shall submit monthly invoices for work performed during the previous calendar month to the County. No invoice can be accepted by the County prior to completion of the work being invoiced.

B. Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice, except that the initial payment at the start of any calendar year may be delayed up to thirty (30) additional days. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided under the Prompt Pay Act shall have no application to this Contract;

parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

- C. Contractor is required to make payments to employees, sub-contractors, and/or suppliers for goods or services used in the fulfillment of this Contract. Failure to make any such payment when due shall be considered a breach of this Contract.
- D. Subject to the provisions of paragraph 6A, failure by Contractor to comply with the terms and conditions of this Contract (including incorporated bid documents) shall constitute breach of Contract and shall release Fulton County from any further requirement to compensate Contractor.

5. INDEMNIFICATION

- A. Contractor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation (hereinafter "Claims"), caused by, relating to, based upon or arising out of any act or omission by Contractor, its

directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance or nonperformance, of its obligations under this Contract. Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from liability of any nature or kind based upon Contractor's use of any copyrighted or non-copyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in the performance of the Contract, for which Contractor is not the patentee, assignee or licensee.

- B. Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any injury (including death), loss, claim, demand, liability or damage (hereinafter "Injury") sustained by the Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents in connection with this Contract, except to the extent such injury is caused by the action, failure to act or negligence in acting of County, its Commissioners, officers, directors, employees, subcontractors, successors, assigns or agents. Contractor further agrees to provide County with proof that Contractor is identified as an insured in a public liability insurance policy, with an insurance

policy, covering Contractor, its directors, officers, employees, subcontractors, successors, assigns and agents.

6. TERMINATION

- A. If through any cause, other than the actions or failure to act of the County, Contractor shall fail to perform the **fuel management and reporting services** as specified in the Contract, including the Bid Documents in a satisfactory, timely and proper manner after (1) receipt of notice of such failure and (2) a ten (10) day cure period after receipt of notice of such failure, or in the event that any of the provisions or stipulations of this Contract are violated by Contractor and continue to be violated ten (10) days following receipt of written notice of such violation, the County, through its General Services Department, shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.
- B. In the event that the County, through its General Services Department, determines that it is no longer in its best interest to provide these services through the use of an independent contractor, the County, through its General Services Department, may terminate this Contract, without any liability whatsoever upon

the County, by giving (10) days notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor, stating the reasons for such termination. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

- C. In the event that the Contractor determines that it is no longer in its best interest to provide this service, the Contractor may terminate this Contract by giving 120 days written notice to the County. The notice should state the reason for such action. If the Contract is terminated pursuant to this provision, Contractor will only be compensated for the work satisfactorily performed up to and including the date of the written termination notice.
- D. Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

7. SUSPENSION OF WORK

The County may order Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of County. The time for completion of the work shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming

from any delay of the project.

8. INDEPENDENT CONTRACTOR STATUS

Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractors, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor expressly acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County and no property interest in employment based on the contract herein.

9. BONDS AND INSURANCE

- A. All bonds and insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Bid Documents or elsewhere in this Contract.
- B. Contractor acknowledges and certifies that bonds and insurance meet all requirements under state law.
- C. It shall be the Contractor's responsibility to monitor the status of the bond and insurance companies to be certain that the bonds and insurance policies continue to be current and valid during the entire

term of the Contract. If a bond or insurance policy becomes invalid for any reason, the Contractor must provide the County with written notice of same within twenty-four (24) hours of notification to Contractor. Furthermore, Contractor must provide the County with a current, valid bond and/or insurance policy within ten (10) calendar days in order to avoid termination of this Contract.

10. TERM OF CONTRACT

The term of this Contract shall commence on award on purchase order, 2006, and shall remain in force and effect until December 31, 2006. Fulton County reserves the right to exercise the option of renewing the Contract for two (2) additional twelve (12) month periods subject to (a) Contractor providing satisfactory performance (b) approval by Board of Commissioners, (c) availability of Departmental funding.

11. ASSIGNMENT OF CONTRACT

Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any third party without the prior express written authorization of the County.

12. OWNERSHIP OF PROGRAMS AND DATA

A. In addition to property and equipment specified elsewhere in this Contract and/or in the bid documents, County retains ownership of

transaction information, data, tables, and files provided to Contractor and/or data supplied to County by the Contractor in the process of performing the agreed services.

- B. Contractor shall be given the rights to utilize County's Tech-21 software license and related programs needed for Contractor to provide the agreed services. Upon termination of this Contract, Contractor shall relinquish all rights to utilize those programs and the data derived from them.
- C. If the termination of this Contract coincides with the award of these services to another vendor, Contractor shall cooperate fully in the transition process and pass any data or property of the County to the succeeding vendor promptly upon formal request by the County.

13. VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract and the incorporated documents constitute the entire agreement between County and Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing and signed by the County's and Contractor's duly authorized representative.

14. NOTICES

All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested, with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

County: Willie A. Hopkins, Jr., Director
General Services Department
Fulton County Government Center
141 Pryor Street SW, Suite G-119
Atlanta, Georgia 30303

With copies to:
Kirby Ragins, Acting Assistant Director,
General Services Department
Transportation & Logistics Division
79 Milton Avenue
Atlanta, Georgia 30315

and:
Office of the County Attorney
Fulton County Government Center
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

Contractor:

With copy to:

Attorney for _____

15. NON-DISCRIMINATION

Contractor agrees to comply with federal laws, state laws, County rules and regulations, and County policies and procedures relative to non-discrimination in employment practices and to non-discrimination in client

and client services practices on the basis of political affiliation, sexual orientation, religion, race, color, sex, disability, age or national origin.

16. SEVERABILITY OF TERMS

If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

17. CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way defines, limits or describes the scope of this Contract or the intent of the provision thereof.

18. FORCE MAJEURE

Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

19. COOPERATION BY CONTRACTOR WITH COUNTY

Contractor shall maintain regular communications with the County and the Fulton County General Services Department/Transportation & Logistics Division and their administrative staff, and shall actively cooperate in all matters pertaining to this Contract including, without limitation, assisting the County in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the Contractor's provision of services under this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations and professional codes of responsibilities relating to the provision of the services contracted to be provided by the Contractor hereunder or which in any manner affect this Contract.

21. NO CONFLICT

Contractor represents and warrants that it presently has no interest, direct or indirect and covenants and agrees that it will not, during the term of this Contract, acquire any interest, direct or indirect, that would conflict in any manner, or degree with the performance of its duties and obligations hereunder. Contractor further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the

Official Code of Georgia (O.C.G.A. Sec. 45-10-20 et. seq.) and the provisions of the Fulton County Code of Ethics (Section 23-9-1 et. seq.) governing conflicts of interest of persons doing business with the County, as such provisions now exist or may be amended hereafter. Contractor represents and warrants that such provisions are not and will not be violated by this Agreement or the Contractor's performance hereunder.

22. GOVERNING LAW

This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

IN WITNESS HEREOF, the parties hereto have set their hands and seals.

In witness whereof, the parties have executed this contract.

FOR THE CONTRACTOR

Seal:

Fulton County, Georgia

APPROVED AS TO CONTENT:

Attest:

Willie A. Hopkins, Jr.
Director
General Services

Clerk to the Commissioners
(seal)

APPROVED AS TO FORM:

Karen C. Handel
Chair
Board of Commissioners

Office of the County Attorney

ATTACHMENT A

To Fuel Management Agreement

Installation of Automated Equipment at County Owned Facilities

Fulton County will continue use of current Tech 21 magnetic-card-reader units at the County locations. Contractor shall make the necessary software enhancements to its facilities and equipment to enable them to poll the Fulton County owned facilities and collect the appropriate fuel transaction data and fuel tank inventory levels. In the case of tank monitors not being compatible with the existing system, or where the installation of tank monitoring equipment is not complete, Contractor will poll those locations by telephone to monitor tank levels.

Maintenance of Fueling Facility

Contractor will utilize a comprehensive set of on-line diagnostic functions designed to analyze the card readers and tank monitors at the Fulton County owned facilities. These functions can be accessed locally or remotely to diagnose system hardware and peripheral problems while the system is in operation. This will allow the support team to remotely diagnose the problem before dispatching the technician to ensure that the correct parts are available when he/she reaches the site. Repairs must be made within twenty-four (24) hours of recognition of a problem. If any critical item has not been repaired by Contractor within this time frame, Fulton County may have repairs made by a third party and charge back the cost to Contractor. This service agreement shall apply to the card readers

only. In the event Contractor supplies maintenance for the County's fueling equipment, such services shall be supplied at a cost to the County of \$_____ per hour, if performed by Contractor, or if performed by a third party subcontractor, at a cost to the County equal to the Charge by the third party contractor.

To ensure that the fuel management system continues operations, Contractor shall maintain a licensed Tech 21 technician on call, and will maintain a database of certified Tech 21 service technicians. Contractor shall use these technicians to maintain and repair Fulton County owned sites managed by Contractor under this agreement.

Countywide Fleet Fueling Program

Contractor will make such software modifications or purchases as to allow the continued use of the fuel cards (FC Fuel Cards) currently assigned to each participating County owned vehicle as well as the cards assigned to each Fulton County Police Officer without sacrificing data collection and information processing capabilities.

To cover the fuel needs for County employees required to travel outside the Atlanta Metropolitan Area, and for a select group of other County employees, Contractor will assume management and oversight of the current Wright Express Universal Fleet Fueling ("WEX Card") account currently in use by Fulton County. Contractor shall combine retail fueling data with fueling data from other fuel-dispensing agreements and on-site fueling data in a common format. This data

will be provided to the County's information processing systems via FTP and/or other mutually agreed electronic data transfer method.

Countywide Access and Fuel Transaction Security

Contractor shall ensure that the FC Fuel Card continues to allow fuel purchases at designated off-site retail facilities and also provide the possibility to expand its network to match future county needs. Any merchant in the previous FC Fuel Card network shall initially be an authorized and accessible provider for the FC Fuel Cards, however access may be more limited for new cards issued using the FC System ID.

Data to be Captured at Time of Fueling

At a minimum, the following data shall be captured at the time of fueling and made available to Fulton County:

- County Property ID
- Location
- Purchase Date & Time
- Purchase Amount (Fuel Cost)
- Card Number
- Number of Gallons Purchased
- Product Code
- Vehicle Odometer Reading
- PIN Number

Card Utilities and Controls

Assignment of FC Fuel Cards can be to either an employee/driver or to a vehicle. Contractor shall lock out/cancel the use of a FC Fuel Card immediately upon receiving a telephone call or an e-mail from an authorized representative from Fulton County Government. The Assistant Director of Fleet Maintenance shall provide in writing to Contractor the names of those authorized representatives. WEX cards shall be locked out/cancelled no later than 2 business days following notification to Contractor by an authorized County representative, and Contractor shall take immediate steps to initiate the lock out/cancellation process upon such notification. Additionally, Fulton County shall have the ability to set usage limits on individual FC Fuel Cards to include:

- Assignment to a driver or vehicle
- Gallon limits per transaction

Contractor Account Representatives shall be available twenty-four (24) hours per day to assist drivers/users with card usage/access problems.

Individual Card Information

Fulton County will provide to Contractor a database of vehicle and employee information required to manage and collect fueling information. This database will include at a minimum the following:

- Property Number of the Vehicle
- The General Ledger code to which the vehicle or individual's charges are to be assigned
- The maximum allowable fuel to be dispensed per transaction

Whether the card requires a PIN to operate
Whether the card requires an Odometer Reading to operate
The mileage interval for Preventive Maintenance
The type fuel to which the FC Fuel cards dispense to a vehicle

Ownership of this data will remain with Fulton County and at the end of this agreement Contractor will provide the most recent active file of this data to Fulton County, and/or designated agent of Fulton County in a flat file or comma delimited format or other mutually agreeable electronic data format.

Contractor and Fulton County will determine a mutually acceptable protocol for card distribution.

Non Credit Card Retail Sales

Where applicable, FC Fuel Card verification at the *retail level* will take place through the parameters established in the data records provided to Contractor from Fulton County (PINs and/or odometer readings) for all FC Fuel Card transactions, but not for WEX cards. At the Fulton County owned fueling locations, verification will take place through a comparison (via preset negative file parameters) to the database stored within the card reader, and will be based on the user entering correct answers to card reader prompts. This data comparison will refer to data such as personal identification numbers (PINs) and/or odometer readings.

Fraudulent and Improper Use of Cards

Contractor shall limit use of the FC Fuel Card to dispensing/purchasing Diesel fuel, Unleaded Gasoline, and Compressed Natural Gas. Use of the WEX cards

shall be limited to purchasing fuels. Contractor shall provide detail reports to Fulton County that will include product codes to indicate if a user has purchased premium grade gasoline. Contractor shall, at the County's option, set other limits for the FC Fuel Cards, such as dollar amounts per transaction or number of transactions per day.

Retail Store Prices

For each transaction made at retail facilities or other facilities other than County owned fuel sites, the cost of fuel shall be the retail pump price for fuel purchased (or a mutually agreed lower price) plus the adder under this Agreement. The adder shall be the fee described in paragraph 4.A.1 of the agreement. Contractor will provide the transaction information in a Fuel Transaction Report, described below under "Fuel Transaction and Fuel Inventory Reporting".

County Owned Facility Prices

As to fuel dispensed from the County's facilities, the County shall only be liable for payment of the adder charged pursuant to this agreement. The adder shall be the fee described in paragraph 4.A.1 of the Agreement.

However, Contractor will include on the Organizational Fuel Cost Report to the County a price determined by the County's Assistant Director of Fleet Maintenance for the fuel dispensed from the County's facilities. Such price is for accounting purposes only and the County shall have no liability for such price.

Fueling Transaction and Fuel Inventory Reporting

The consolidated basic data to be provided by Contractor shall include or shall allow calculation by the County of the following:

1. Date
2. Time
3. Location
4. PIN (Driver ID)
5. Fuel type
6. Odometer
7. Gallons per fill-up
8. Price per gallon
9. Cost per fill-up
10. Total Miles per Period
11. Total gallons per period
12. Total cost per period
13. Management fee

From this basic data, Fulton County shall be able to calculate the following:

1. Miles per Gallon per fill-up
2. Average miles per gallon per period
3. Total Gallons per period
4. Fuel Cost per Mile

The data records and calculations available to the County for reporting bulk fuel transactions and inventory levels shall include the following:

1. Fuel delivery date and time
2. Fuel site identification
3. Type of fuel delivered
4. Tank level before delivery
5. Tank level after delivery
6. Daily tank level
7. Fuel cost
8. Quantity of fuel delivered

Along with the invoice for fuel and services, Contractor shall provide two reports by Organization/General Ledger Groups (sub-department). The first report will

be a list/journal of all fuel transactions (Fuel Transaction Report) grouped by Organization/General Ledger Group and sorted by fuel card and/or charge card. The cost per gallon used for calculating costs shall include all charges incurred by the user departments, to include, but not limited to, actual fuel cost, charges from Contractor, and any adders required by Fulton County's General Services Department/Transportation and Logistics Division (see "County Owned Facility Prices"). The fields of data provided for each transaction in the report shall include:

- Card Number
- Date
- Time
- Location
- Quantity Purchased
- Total Purchase Price
- Odometer Reading (if available)
- Product Code
- PIN
- Fuel Type

Contractor shall provide the data to Fulton County in a Microsoft Access or other mutually agreed file format via Internet E-mail, FTP Site, or other mutually agreed procedure. Fulton County will print and distribute the reports to the appropriate personnel in the respective departments.

The second report shall be a summary of the transactions by Organization/General Ledger Group. Fulton County shall provide to Contractor a list of the Organization/General Ledger accounts and description of those accounts in digital and printed format and update those accounts on an as needed basis.

END OF SECTION NO. 6

SECTION 7

TECHNICAL SPECIFICATIONS

FUEL MANAGEMENT SERVICES

Services will include monitoring, management for fuel dispensing data collection, data reporting, fuel usage, fuel tank monitoring, dispenser equipment maintenance, environmental reporting including file maintenance, and fuel card reproduction throughout the County.

SCOPE OF WORK:

The selected respondent to this ITB must agree to the following conditions, scope of services and specifications:

1. To operate a fuel management program using current Tech 21 card reader equipment installed and Veeder-Root fuel storage tank monitoring equipment operating at Fulton County fueling facilities.
2. To provide on line diagnostic functions to analyze the card readers locally or remotely, ultimately allowing the vendor to diagnose remotely before dispatching technicians and ensure parts are available on site.
3. To maintain a licensed Tech 21 Technician on staff and ensure that other licensed technicians are available to assist. Tech 21 Technician must have a minimum of one year experience as a licensed Tech 21 Technician with vendor.
4. To maintain a Veeder-Root Technician with a minimum Level 2 Certification with Veeder-Root to perform technical monitoring, diagnostics, and alarm closures. This person must have a minimum of one year experience at Level 2 Certification with vendor.
5. To maintain an Environmental Field Specialist with at least 5 years experience as it relates to supporting and managing vehicular fuel storage tank systems, with the last 12 months having been employed with the bidder. The experience must specifically include compliance processes, implementation and proactive maintenance of fuel storage systems (tanks, piping, leak detection [manual and electronic] and automatic tank gauges) and related fueling equipment (pumps, dispenses, hoses, nozzles, breakaways, etc.).
6. To act as 3rd party monitoring consultant with respect to fuel tank monitoring and maintain manufacturer certified (Veeder-Root) technicians to perform daily analyses and remote diagnostics of tank systems.

7. To designate a staff person as Manager of Environmental Compliance, with responsibilities to include verification that all third party environmental monitoring processes meet all current regulatory requirements and supporting and assisting Fulton County's interface with related regulatory agencies.
8. To ensure that the staff person designated as Manager of Environmental Compliance has a minimum of 5 years experience working with Federal, State and Local regulations and various applicable regulatory agencies as it relates to fuel storage tank systems and related fueling equipment. The most recent year of employment must be with vendor.
9. With the exception of vehicles owned by Fulton County Police Department, accommodate for the continued use of the existing encoded fueling cards assigned to each County owned vehicle or appropriate heavy equipment (approximately 2000 cards) that are read by the Tech 21 Card readers at the Fulton County fueling stations. This card activates the fueling pump and provides the necessary fields of information about the vehicle being fueled. Information encoded into the fuel cards include at a minimum the County ID# of the Vehicle being fueled, the general ledger code for which the fuel expense is charged, the type of fuel used by the vehicle, whether the card is PIN activated or not, whether the odometer mileage is required or not, and the maximum gallons the vehicle is allowed per transaction.
10. With the exceptions of some Department Heads and the Fulton County Car Pool, the fueling cards described above in no. 9 require a PIN and/or the vehicles current odometer reading to activate the card. The County will determine whether each card will require a PIN, an odometer reading, or both to activate the fuel pump. The selected vendor must agree to continued use of this process.
11. To collect data for each fuel transaction at County owned facilities as described below in section 23.
12. With exception to the vehicles owned by the Fulton County Police Department, to deactivate the fuel cards once the vehicle has reached a certain odometer reading. In the past, the County has provided a base odometer reading for each vehicle and the vendor will add a prescribed number of miles to that base odometer reading. This is to ensure that vehicles are receiving preventive maintenance on an acceptable schedule. Once the maintenance has been performed to the vehicle, the County will contact the vendor and vendor will change the base odometer reading.
13. With the exception of the Police Department, for each card user, continue the use of the current universal PIN (as mentioned in no. 10, above). The PIN will provide security to the fuel dispensing system and will allow the vendor or County to determine who used the card for each transaction.

14. To provide for the continued use of the existing encoded fueling card for each Police Officer (approximately 200 cards) that can be read by the Tech 21 Card Readers at the Fulton County fueling stations. This card will activate the fueling pump and provide the necessary fields of information about the fueling transaction.
15. Using daily electronic polling of Fulton County fuel sites, to collect prescribed fuel dispensing data related to each fueling transaction and collect fuel tank inventory levels for each tank at each location.
16. To provide a Wright Express fuel credit card for a limited number of users.
17. To restrict the Credit Card purchases to fuel only.
18. To collect prescribed retail fueling data related to each credit card transaction for use in certain reports provided to the County. (See section 23 below for prescribed data to be collected for each transaction).
19. For all retail fuel purchased by Fulton County through the contract agreement resulting from this bid (retail outlets, credit card purchases, etc.), the selected vendor agrees to charge the County an across the board price per gallon, based on the Doraville OPIS index. The vendor will pay the retail charges (to the retail outlet or credit card company) and collect (and retain) all Federal Tax Exemption rebates collected on behalf of the County. The price per gallon charged to the County should reflect the vendor retaining all Federal Tax Rebates collected on the County's behalf.
20. The vendor will provide retail outlets, should demand for fuel warrant, as determined by Fulton County, to establish relationships with retail outlets to sell fuel to Fulton County drivers using Veriphone (or equivalent) or Tech 21 Card Readers.
21. To collect prescribed retail fueling data related to each transaction for fuel purchased at the retail outlets described in no. 20 above. (See no. 22 for prescribed data to be collected for each transaction).
22. Transaction data shall be collected for each fuel transaction including at a minimum:

Date	Odometer Reading (if required)
Time	Gallons purchased
Location	Vehicle Number
PIN (Driver ID)	Fuel Type

23. To allow for the continued use of at least three (3) fuel cards for county fueling trucks. These trucks are used to carry tanks of fuel to various locations to fuel heavy equipment. The operator of each truck will collect the appropriate data for

- each piece of equipment and the County will provide this data back to the selected vendor (in MS Access format) for inclusion in the reports described in section 27 below. These cards are unique in that the fuel dispensed into the tanks is **NOT** considered a transaction until the operator dispenses the fuel from the fuel truck.
24. The selected vendor shall charge the County an adder per gallon of fuel pumped as a charge for collecting, managing and reporting the fuel data and for monitoring the fuel tanks using installed Veeder-Root equipment.
25. At a regularly scheduled and mutually agreed upon time each day (by the vendor and the County), the vendor shall conduct an electronic polling of each fueling site to collect fueling transaction data and, where Veeder-Roots exist, collect fuel inventory levels and environmental monitoring readings.
26. Before 9:00 AM each weekday, the selected vendor will provide the fuel inventory levels for each County owned facility so that the County can place timely orders for fuel delivery at those sites.
27. The selected vendor shall provide two (2) fuel usage reports grouped by Organization/General Ledger Groups (sub-departments). (There are approximately 125 Organization/General Ledger Groups).
- a. One report (called Fuel Transaction Report) will be a journal of all fuel transactions (including County Fuel Cards, Credit Cards, and outside retailers), grouped by General Ledger Group and then sorted by Fuel Card. The record for each transaction shall include at a minimum:
- | | |
|---------------------------------|----------------------|
| Card Number | Date |
| Time | Location |
| Quantity (gallons) purchased | Total Purchase Price |
| Odometer Reading (if available) | Product Code |
| PIN | |
- b. A second report shall summarize the transactions (of part a. above) by Organization/General Ledger Group and shall ultimately be provided to the County's Finance Department. The report is used by Finance to allocate fuel charges to the various Organization/General Ledger Groups. The report will show total fuel charges for each Group. It will also include other groupings and subtotals that Finance may require for distributing fuel cost or reconciling the fuel charge entries.
28. With respect to fuel price per gallon for fuel pumped at County owned locations, the price shall be the price the County determines that it will charge for a gallon of fuel plus the price of the adder the vendor is charging the County for its services.
29. In addition to the reports detailed in section 27 above, to provide on a monthly basis, vehicle odometer readings and fuel usage for all vehicles covered under this

agreement. The data shall come from an FTP site and used for updating the vehicle maintenance files in the Elke Fleet Management software, residing on an IBM AS/400.

30. To provide, on an on-going basis, internet access to fuel transaction summary reports that are grouped by department with drill down capabilities that show the organization (sub-department) summaries for each department, then the fuel card summaries for each organization, then the actual transactions for each card. The report is for a period (beginning and ending dates) defined by the user and includes at a minimum the department name, the card number, PIN, for each transaction, County ID # of the vehicle fueled, date of the transaction, time, fueling site, quantity of fuel, and cost of the fuel dispensed.
31. To receive fuel transaction data from the Fulton County Board of Education, the UFO fuel station located on Whitehall Street, Atlanta, and any other independent fueling location where data collection devices have been installed for fuel purchased for County owned vehicles and include the transactions in the reports described above.
32. To provide upon request any ad hoc reports pertaining to the performance of this service but not included or described in this Invitation to Bid.
33. Develop and provide environmental reports as required by Federal, State and Local Governments for each tank at each location monitored under the agreement.
34. Upon request from the County, oversee the installation of Fuel Card Readers, Veriphone apparatus, or Veeder-Root tank monitoring equipment at a predetermined cost rate (cost plus a %). **(A full range of experience is desirable by the County, as the state of completion for each location will vary from location to location).**
35. There are currently eight (8) locations being polled and managed. Information on these locations is contained in the attachment to this Invitation to Bid.
36. In addition to the County-owned fueling sites, reports are to include transactions from sites where the County has agreements to purchase fuel. These include:
 - a. Fulton County Board of Education.
 - b. UFO – unattended fueling site for downtown Atlanta locations (or other locations in downtown Atlanta area).
(These locations require separate key or card devices to activate the fueling pumps).
37. With the exception of the Central Maintenance Facility and the Big Creek Sewer Plant, all locations shown in the chart have only 1 tank per product. There are

- two unleaded gasoline tanks at each of the two locations named. Diesel and CNG are available at the Central Maintenance Facility at the rear island only.
- 38.** Do not include items not requested as part of the base bid price if doing so affects the bid price. If any such features are available, include them and their costs as additional items for separate consideration.

Fulton County Fuel Locations

Location/Address	Type/Size	Above/Below	Tank Monitor
Central Maintenance Facility 895 Marietta Blvd Atlanta, Ga. 30318	Gasoline / 12,000 gal.(2) Diesel / 12,000 gal. CNG	Below Below Above	Veeder-Root " "
Big Creek Sewer Plant 1030 Roswell-Marietta Hwy. Roswell, Ga. 30075	Gasoline / 10,000 gal.(2) Diesel / 10,000 gal.	Below Below	Veeder-Root "
Fulton County Charlie Brown Airport 3929 Aviation Circle Atlanta, Ga. 30336	Gasoline / 10,000 gal. Diesel / 10,000 gal.	Below Below	Veeder-Root "
Grounds 125 Willis Mill Road Atlanta, Ga. 30311	Gasoline / 10,000 gal. Diesel / 10,000 gal.	Below Below	Veeder-Root "
North Service Center 7741 Roswell Road Atlanta, Ga. 30338	Gasoline / 10,000 gal. CNG	Below Above	Veeder-Root "
South Service Center 5600 Stonewall Tell Road College Park, Ga. 30349	Gasoline / 10,000 gal. CNG	Below Above	Veeder-Root "
Stonewall Camp 5601 Stonewall Tell Road College Park, Ga. 30349	Gasoline / 10,000 gal. Diesel / 10,000 gal.	Below Below	Veeder-Root "
Fire Station # 12 Northeast Precinct 10205 Medlock Bridge Road Alpharetta, Ga.	Gasoline / 1,000 gal.	Above	Veeder-Root
Fire Station # 18 750 Hickory Flat Road Alpharetta, Ga.	Gasoline / 1,000 gal.	Above	Veeder-Root
Fulton County Board of Education Alpharetta, Ga.	**Billing Emailed**	N/A	N/A
UFO – Downtown Atlanta, Ga.	**Billing Emailed**	N/A	N/A

Note: Fulton County reserves the right to add or delete fuel dispensing locations during the term of the contract.

BID OUTLINE:

Carefully review the specifications and conditions. Where appropriate complete all forms and request for information. These should be submitted with your bid, and you should take care that the Certificate of Acceptance of Specifications and Conditions is included at the end of the bid, as this is your certification to the evaluation committee that you understand and accept the conditions and specifications.

Bid for Fuel Management Services

Submitted by _____

Address _____

Phone _____

REQUIRED SUBMITTALS:

The vendor is required to indicate below three (3) references for which vendor has performed a similar service within the last three (3) years who can verify the vendor's capability to perform this service.

Company Name: _____

Type of Project: _____

Contact Person: _____ Phone: _____

Company Name: _____

Type of Project: _____

Contact Person: _____ Phone: _____

Company Name: _____

Type of Project: _____

Contact Person: _____ Phone: _____

INVOICES:

Invoice should be sent to the address below to expedite payment of invoices.

Fulton County General Services Department
Transportation & Logistics Division
Attention: Linda Jenkins
895 Marietta Boulevard, NW
Atlanta, Ga. 30318

Invoices submitted must include the purchase order number, item number(s) and item description(s), and net prices.

Invoices will be returned unpaid to the vendor when one of the following conditions exists:

- A. Invoice does not contain all the required information.
- B. Price on the invoice does not correspond to the bid price.

The bidder(s) agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the General Services Department.

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less

any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

No applications for payment will be accepted by Fulton County until all work is complete and all of the specifications are met.

The successful vendor will comply with all lawful agreement, if any, which the said successful vendor has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

Note: No job, task or duty may be submitted to Fulton County for payment unless the work has been completed.

END OF SPECIFICATION